

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DCD PARTNERS, LLC, *et al.*,

Plaintiffs,

v.

TRANSAMERICA LIFE  
INSURANCE COMPANY, a  
corporation, *et al.*,

Defendants.

Case No. 2:15-cv-03238-CAS-(GJSx)

**FINAL JUDGMENT**

Hon. Christina A. Snyder

Jury Trial: September 5, 2017  
Jury Verdict: September 13, 2017  
Bench Trial: February 6, 2018

Complaint Filed: March 18, 2015

1 On August 9, 2017, the Court denied Transamerica Life Insurance Company's  
2 ("Transamerica") Motion for Summary Judgment as to DCD Partners, LLC's  
3 ("DCD") claims for breach of contract, breach of the covenant of good faith and fair  
4 dealing, violation of California's Unfair Competition Law, California Business &  
5 Professions Code sections 17200, *et seq.* (the "UCL"), and DCD's request for  
6 declaratory relief; and granted Transamerica's Motion for Summary Judgment as to  
7 DCD's claims for tortious breach of the duty of good faith and fair dealing and  
8 negligent misrepresentation, all of the claims of the Personal Involvement Center,  
9 LLC ("PIC"), and all of the claims of Reverend Dr. J. Benjamin Hardwick, as trustee  
10 for the Personal Involvement Center Trust No. 1 ("PIC Trust"). (ECF No. 330).

11 On September 13, 2017, the jury rendered its verdict in favor of DCD and  
12 against Transamerica on DCD's claims for breach of contract and breach of the  
13 implied covenant of good faith and fair dealing, having found that Transamerica  
14 breached the universal life insurance contracts owned by DCD. (ECF No. 387).

15 On August 3, 2018, the Court issued an order: (a) denying DCD's claim for  
16 violation of the UCL, (b) denying DCD's request for declaratory relief, (c) denying  
17 Transamerica's motion for a new trial, and (d) denying Transamerica's motion for  
18 judgment as a matter of law. (ECF No. 497). On August 6, 2018, the Court issued  
19 an order denying DCD's request for attorneys' fees pursuant to California Code of  
20 Civil Procedure section 1021.5 and granted DCD's motion for supplemental  
21 damages. (ECF No. 500). On September 24, 2018, the Court granted DCD's request  
22 for a permanent injunction. (ECF No. 517).

23 The Court hereby enters its final judgment as follows:

24 **IT IS ORDERED, ADJUDGED, DECLARED, and DECREED:**

- 25 1. That DCD is entitled to judgment on the jury verdict rendered on  
26 September 13, 2017 (ECF No. 387) in favor of DCD and against  
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Transamerica on DCD's claims for breach of contract and breach of the implied covenant of good faith and fair dealing;

2. That DCD is entitled to recover \$9,761,403.89 from Transamerica, which is comprised of the following:

a. \$5,608,495.57 in compensatory damages as awarded in the jury verdict;

b. \$2,194,861.80 in supplemental damages through December 9, 2018, pursuant to the Court's order granting DCD's motion for supplemental damages (ECF No. 500) and order granting DCD's motion for permanent injunction (ECF No. 517); and

c. \$1,958,046.52 in prejudgment interest on compensatory and supplemental damages at a statutory rate of ten percent (10%) *per annum*, pursuant to Cal. Civ. Code § 3289;

3. That DCD is entitled to post-judgment interest on compensatory and supplemental damages at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment, compounded annually, pursuant to 28 U.S.C. § 1961;

4. That DCD is entitled to the injunctive relief set forth in the Court's order dated December 3, 2018 (ECF No. 517);

5. That the Court shall address DCD's and Transamerica's entitlement to an award of costs after entry of judgment, pursuant to Federal Rule of Civil Procedure 54 and Central District of California Local Rule 54-1, *et seq.*;

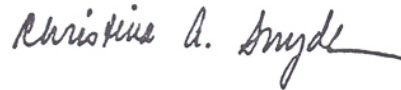
6. That Transamerica's Motion for New Trial is denied;

7. That Transamerica's Motion for Judgment as a Matter of Law is denied;

8. That DCD's claim for violation of California's Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*, is denied;
9. That DCD's request for declaratory relief is denied;
10. That DCD's claim for tortious breach of the duty of good faith and fair dealing is denied;
11. That DCD's claim for negligent misrepresentation is denied;
12. That DCD's request for attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 is denied;
13. That PIC's claims are denied; and
14. That PIC Trust's claims are denied.

**SO ORDERED.**

Dated: December 13, 2018



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Hon. Christina A. Snyder  
United States District Judge